

CITY OF EL PASO, TEXAS
AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: EL PASO POLICE DEPARTMENT

AGENDA DATE: 03/15/05

CONTACT PERSON/PHONE: Assistant Chief Paul Cross
564-7323

DISTRICT(S) AFFECTED: Citywide

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? **OR AUTHORIZE** the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

That the Mayor be authorized to sign a Local Project Advance Funding Agreement (LPAFA) accepting Federal Highway Administration Congestion Mitigation and Air Quality (CMAQ) funding through the regional Texas Department of Transportation in the amount of \$31,744, with a local 20% match of \$7,936. The total program amount is \$39,680. The cash match will be funded through Confiscated Funds.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

This CMAQ funding has been approved by the regional Transportation Policy Board for use by the Police Department. Photogrammetry hardware and software works through the principle of overlapping photo imagery to solve for a camera's spatial positions and triangulates 3D object points accurately at the scene of a traffic accident. Very large and long scenes can now be measured using photogrammetry to do the full mapping and detail work. The measurements to verify the accuracy of the photogrammetry process can be taken after the road has been cleared by measuring permanent features. (i.e., signs, lane lines, overpasses, etc). System software will then produce accident diagrams and reports within MS Word documents to illustrate the measurements within pictures or in a 3D coordinate report format. Close-Range Photogrammetry will diminish wait times, reduce secondary collisions, and allow the flow of traffic to be restored in a minimal time.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

No. _____

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

Federal Highway Administration CMAQ funding through TxDOT will primarily fund this item. The cash match will be funded through Confiscated Funds, Account 21150060-16371.

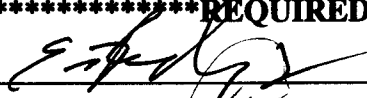
BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

Authorize Mayor to sign the LPAFA Agreement with TxDOT.

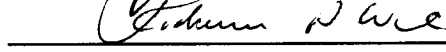
*****REQUIRED AUTHORIZATION*****

LEGAL: (if required)



FINANCE: (if required)

DEPARTMENT HEAD:



(Example: if RCA is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA:

CITY MANAGER:

DATE:

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Local Project Advance Funding Agreement accepting Federal Highway Administration Congestion Mitigation and Air Quality funding through the Texas Department of Transportation for the purchase of photogrammetry equipment supporting the Police Department in the amount of \$31,744, a local 20% match of \$7,936, and a total program amount of \$39,680.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to make the necessary budgetary adjustments or transfers to carry out the intent of this Resolution.

ADOPTED this 15th day of March 2005.

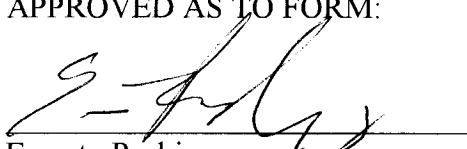
THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

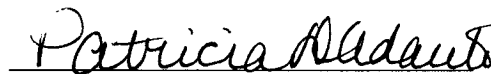
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Ernesto Rodriguez
Assistant City Attorney

APPROVED AS TO CONTENT:



Patricia D. Adauto,
Deputy City Manager
Building and Planning Services

STATE OF TEXAS §

COUNTY OF TRAVIS §

**LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT
For a Congestion Mitigation and Air Quality (CMAQ) Project
(Off State System)**

THIS Local Project Advance Funding Agreement (“LPAFA”) is made by and between the State of Texas, acting through the Texas Department of Transportation hereinafter called the “State”, and the City of El Paso, acting by and through its duly authorized officials, hereinafter called the “Local Government.”

WITNESSETH

WHEREAS, a Master Agreement between the Local Government and the State has been adopted and states the general terms and conditions for transportation projects developed through this LPAFA; and,

WHEREAS, the Texas Transportation Commission passed Minute Order 108087 that provides for the development of, and funding for, the project described herein; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this LPAFA by resolution dated March 15, 2005, which is attached hereto and made a part hereof as Attachment A for development of the specific project which is identified in the location map shown as Attachment B.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. The period of this LPAFA is as stated in the Master Agreement, without exception.
2. Termination of this LPAFA shall be under the conditions as stated in the Master Agreement, without exception.
3. Amendments to this LPAFA shall be made as described in the Master Agreement, without exception.
4. Scope of Work
The purpose of purchasing the photogrammetry equipment is to reduce timely delays, secondary collisions, traffic congestion, and overall employee costs to the City of El Paso

when officers are conducting crime scene investigations that have resulted from traffic collisions.

5. Right of Way and Real Property shall be the responsibility of the Local Government, as stated in the Master Agreement, without exception.
6. Adjustment of utilities will be provided by the Local Government as required and as stated in the Master Agreement, without exception.
7. Environmental Assessment and Mitigation will be carried out as stated in the Master Agreement, without exception. The Local Government will be responsible for the cost of Hazardous Materials investigation and remediation.
8. Compliance with Texas Accessibility Standards and ADA will be as stated in the Master Agreement, without exception.
9. Architectural and Engineering Services will be provided by the City, as stated in the Master Agreement, without exception. The City is responsible for performance of any required architectural or preliminary engineering work. The State will review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local purposes to the degree permitted by State and Federal law. The Local Government will submit the manufacturer's specifications to the State for review and approval.
10. Construction Responsibilities will be carried out by the State, as stated in the Master Agreement, without exception.
11. Project Maintenance will be undertaken as provided for in the Master Agreement, without exception.
12. Local Project Sources and Uses of Funds
 - a. Project Cost Estimate: A Project Cost Estimate is provided in Attachment C.
 - b. A Source of Funds Estimate is also provided in Attachment C. Attachment C shows the percentage and absolute dollar amount to be contributed to the project by federal, state, and local sources.
 - c. The Local Government is responsible for all non-federal and non-state funding; including all project cost overruns, unless provided for through amendment of this agreement.
 - d. The State will reimburse the Local Government for properly supported costs incurred under the terms and conditions of the agreement. The reimbursement of costs will only include those applicable federal participating funds. The Local Government shall submit the State's Form 132, billing Statement, or other type of invoice approved by the State. All billing statements or invoices shall be properly documented, as summarizing the costs by description of work performed and other incidental costs. The State will make payment to the Local government within thirty (30) days from receipt of the Local Government's request for payment, provided that the request is properly prepared,

executed and documented. Unsupported charges or charges after final acceptance by the State will not be considered eligible for reimbursement. If applicable or necessary the State will prepare a final audit upon completion of the services authorized herein or at any time an audit is deemed to be in the best interest of the State.

- e. After execution of this LPAFA, but prior to the performance of any work by the State, the Local Government will remit a check or warrant made payable to the "Texas Department of Transportation" in the amount specified in Attachment C as the local contribution for Administrative Costs. The Local Government will pay at a minimum its funding share for this estimated cost of Administrative Costs as stated in the Local Project Sources and Uses of Funds provision of the Master Agreement.
 - f. In the event the State determines that additional funding is required by the Local Government at any time during the development of the Project, the State will notify the Local Government in writing. The Local Government will make payment to the State within thirty (30) days from receipt of the State's written notification.
 - g. If any existing or future local ordinances, including, but not limited to, outdoor advertising billboards or storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or any other locally proposed changes, including, but not limited to plats or replats, result in increased costs, then, any increased costs associated with the ordinances or changes will be paid by the local entity.
 - h. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.
13. Document and Information Exchange. The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the Local Government creates the documents with its own forces or by hiring a consultant or professional provider.
14. Incorporation of Master Agreement Provisions. This LPAFA incorporates all of the governing provisions of the Master Advance Funding Agreement (MAFA) in effect on the date of final execution of this LPAFA, unless such MAFA provision is specifically excepted herein.
15. Insurance. If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with fully executed copy of State's Form 1560 Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right or way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Signatory Warranty. The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the part represented.

IN TESTIMONY HEREOF, the parties hereto have caused thee presents to be executed in duplicate counterparts.

CITY OF EL PASO


Joe Wardy
Mayor

Date: _____

ATTEST:

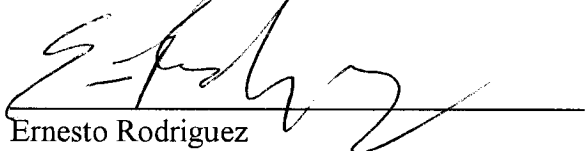
Richarda Duffy Momsen
City Clerk

APPROVED AS TO CONTENT:



Patricia D. Adaudo, Deputy City Manager
Building and Planning Services

APPROVED AS TO FORM:



Ernesto Rodriguez
Assistant City Attorney

THE STATE OF TEXAS

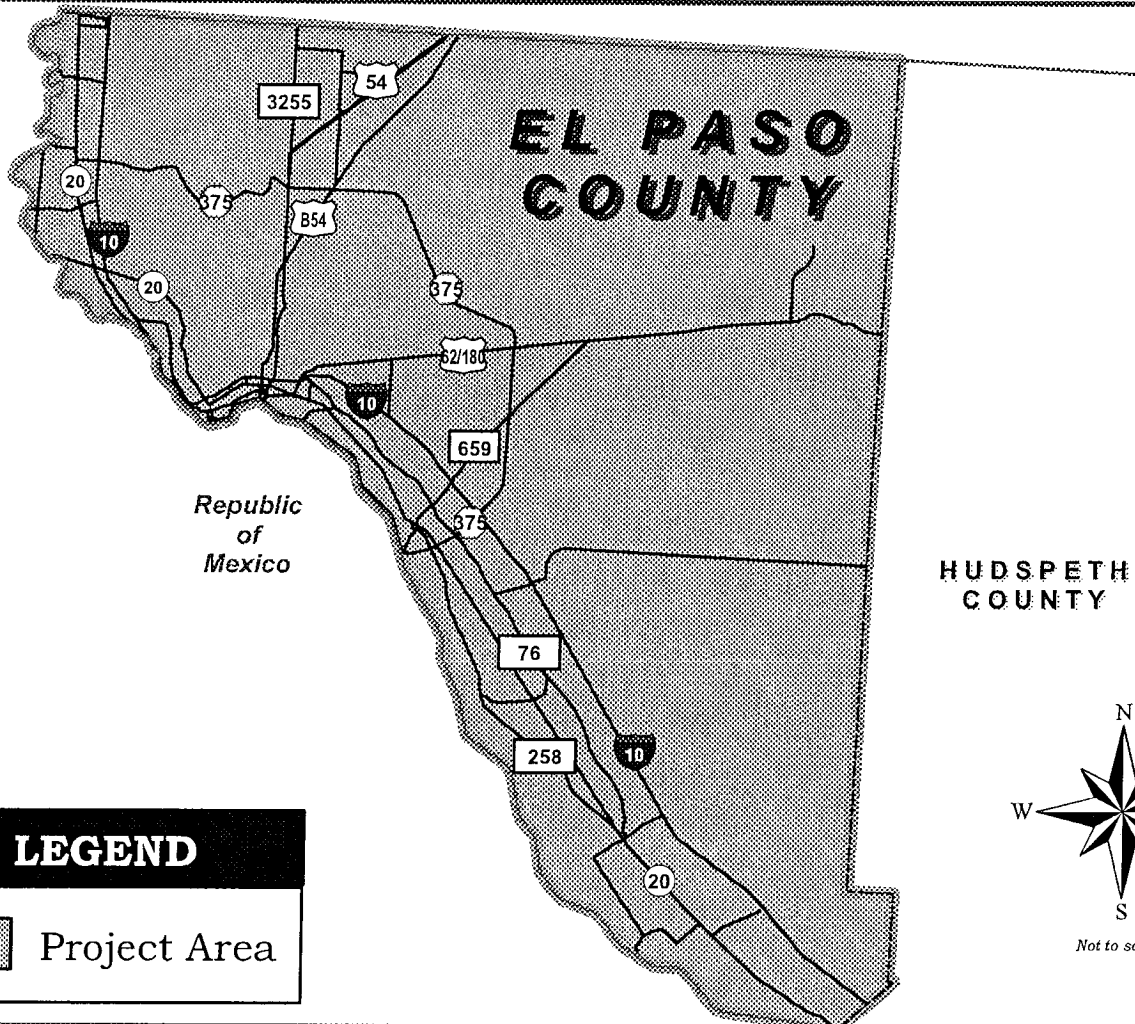
Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
Janice Mullenix
Director of Contract Services Section
Office of General Counsel
Texas Department of Transportation

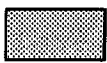
Date: _____

PROJECT LOCATION MAP

El Paso County, Texas



LEGEND



Project Area



CSJ 0924-06-259
***Photogrammetry Equipment
for Crime Scene and
Collision Investigation***

ATTACHMENT C
PROJECT BUDGET ESTIMATE AND SOURCE OF FUNDS
REIMBURSEMENT CONTRACT

CSJ # 0924-06-259

Photogrammetry Equipment for Crime Scene and Collision Investigation Cat 5 - 20% Local

Description	Total Estimate Cost	Federal Participation	State Participation	Local Participation		
				Prior to EDC	EDC Adjustment	Actual Participation
Land (no cash contributions)	0.00	0.00	0.00	0.00	0.00	0.00
Utilities (no cash contributions)	0.00	0.00	0.00	0.00	0.00	0.00
Environmental (no cash contributions)	0.00	0.00	0.00	0.00	0.00	0.00
Equipment Purchase	39,180.00	31,344.00	0.00	7,836.00	0.00	7,836.00
State Administrative/Program Costs	500.00	400.00	0.00	100.00	0.00	100.00
TOTAL	39,680.00	31,744.00	0.00	7,936.00	0.00	7,936.00